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Counsel to the Debtors and  
 Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE EASTERN DISTRICT OF VIRGINIA  
 RICHMOND DIVISION

- - - - -	- - - - -	x
	:	
In re:	:	Chapter 11
	:	
CIRCUIT CITY STORES, INC.,	:	Case No. 08-35653 (KRH)
<u>et al.</u> ,	:	
	:	
Debtors.	:	Jointly Administered
- - - - -	- - - - -	x

**ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND  
 365(a) AND BANKRUPTCY RULE 6006 AUTHORIZING REJECTION OF  
 CERTAIN EXECUTORY CONTRACTS**

Upon the motion (the "Motion")<sup>1</sup> of the Debtors  
 for entry of an order, under Bankruptcy Code sections  
 105(a) and 365(a) and Bankruptcy Rule 6006, authorizing

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<sup>1</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

the Debtors to reject certain executory contracts as set forth on the attached Exhibit A, including any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto (collectively, the "Contracts"), and any guaranties thereof, as of the rejection date specified in Exhibit A for each Contract (the "Rejection Date"); and the Court having reviewed the Motion; and the Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is GRANTED.
2. The Contracts and any guaranties thereof are hereby rejected as of the applicable Rejection Date. Nothing in this paragraph 2 shall preclude a

counterparty from seeking rejection damages against a guarantor of a rejected guaranty, in addition to such counterparty's right to seek rejection damages under the Bankruptcy Code.

3. Each counterparty to a Contract or any guaranty thereof shall have until thirty (30) days from the date this Order is entered on the docket to file a proof of claim on account of any and all claims (as defined in the Bankruptcy Code) arising from or related to rejection of its Contract or guaranty.

4. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived.

5. The Court retains jurisdiction to hear and determine all matters arising from or related to the implementation or interpretation of this Order.

Dated: Richmond, Virginia  
\_\_\_\_\_, 2009

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UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
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- and -

/s/ Douglas M. Foley  
Dion W. Hayes (VSB No. 34304)  
Douglas M. Foley (VSB No. 34364)  
MCGUIREWOODS LLP  
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Counsel to the Debtors  
and Debtors in Possession

**CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I  
hereby certify that the foregoing proposed order has  
been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley  
Douglas M. Foley

**EXHIBIT A**

**(List of Executory Contracts)**

**EXHIBIT A**  
**Contracts**

Contract Counterparty	Contract Type	Contract Description <sup>1</sup>	Contract Effective Date	Rejection Date	Address
Aspect Loss Prevention LLC	License Agreement	Software License Agreement and all amendments and addenda thereto	4/23/03	5/18/09	5735 Old Shakopee Road West #100, Bloomington, MN 55437
AT Systems, Inc.	Services Agreement	Armored Car Services Agreement and all amendments and addenda thereto	unknown	5/18/09	2690 Lance Dr., Dayton, OH 45409
Brink's, Inc.	Services Agreement	Armored Car Services Agreement and all amendments and addenda thereto	unknown	5/18/09	1801 Bayberry Ct., Richmond, VA 23226
Ceridian Corporation	License Agreement	Software License and Maintenance Agreement and all amendments and addenda thereto	unknown	5/18/09	10401 Linn Station Rd., Louisville, KY 40223
Ceridian Corporation	Services Agreement	Agreement for Time and Attendance Products and Services and all change orders, amendments and addenda thereto	5/1/08	5/18/09	10401 Linn Station Rd., Louisville, KY 40223
CustomerSat, Inc.	Services Agreement	Master Services Agreement and all Statements of Work, amendments and addenda thereto	unknown	5/18/09	500 Ellis Street, Mountain View, CA 94043-2206
Ease, Inc.	License Agreement	Software License Agreement and all amendments and addenda thereto	unknown	5/18/09	27405 Puerta Real, #380, Mission Viejo, CA 92691
Garda CL Atlantic, Inc.	Services Agreement	Armored Car Services Agreement and all amendments and addenda thereto	4/1/08	5/18/09	4200 Governor Printz Blvd., Wilmington, DE 19802
Granite City Armored Car, Inc.	Services Agreement	Armored Car Services Agreement and all amendments and addenda thereto	unknown	5/18/09	1026 13th Ave. North, Industrial Park, Sauk Rapids, MN 56379
Hewlett-Packard Company f.k.a. Mercury Interactive Corporation	License Agreement	Mercury Interactive Corporation Software License Agreement and all amendments and addenda thereto	6/30/97	5/18/09	3000 Hanover Street, Palo Alto, CA 94304-1185
Loomis Armored US, Inc.	Services Agreement	Armored Car Services Agreement and all amendments and addenda thereto	unknown	5/18/09	2500 CityWest Blvd., Ste 900, Houston, TX 77042
Planview, Inc.	Licencse Agreement	Software License Agreement and all schedules, amendments and addenda thereto	8/31/04	5/18/09	8300 North Mopac #100, Austin, Texas 78759
Planview, Inc.	Services Agreement	Master Services Agreement and all Statements of Work, amendments and addenda thereto	8/31/04	5/18/09	8300 North Mopac #100, Austin, Texas 78759
Rochester Armored Car Company, Inc.	Services Agreement	Armored Car Services Agreement and all amendments and addenda thereto	unknown	5/18/09	3937 Leavenworth, Omaha, NE 68105

<sup>1</sup> Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.

**EXHIBIT A**  
**Contracts**

Contract Counterparty	Contract Type	Contract Description <sup>1</sup>	Contract Effective Date	Rejection Date	Address
SAS Institute Inc.	License Agreement	Master License agreement for Institute Software and all schedules, supplements, amendments and addenda thereto	6/10/04	5/18/09	100 SAS Campus Drive, Cary, NC 27513

<sup>1</sup> Contracts include any amendments or modifications thereto and any and all schedules, supplements, addenda, statements of work or similar attachments thereto.